



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

May 11, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**TIERRA SUBIDA AVENUE (CACTUS DRIVE TO CITY RANCH ROAD)
ROAD IMPROVEMENT PROJECT
HIGHWAYS-THROUGH-CITIES AID, PROPERTY TRANSFER, AND
CITY OF PALMDALE-COUNTY OF LOS ANGELES
COOPERATIVE AGREEMENT
(SUPERVISORIAL DISTRICT 5)
(4 VOTES)**

SUBJECT

This action is to adopt the Mitigated Negative Declaration, provide County aid to the City of Palmdale, approve a cooperative financial agreement between the County of Los Angeles and the City of Palmdale to provide financing and delegation of responsibilities for the construction of road and other improvements on Tierra Subida Avenue, and approve a quitclaim of fee interest in a County parcel on Tierra Subida Avenue to the City of Palmdale.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Acting as a responsible agency for the proposed project, consider the Mitigated Negative Declaration prepared and adopted by the City of Palmdale as lead agency, together with any comments received during the public review period; find on the basis of the whole record before the Board that the significant adverse effects of the project have been reduced to an acceptable level; find that the Mitigated Negative Declaration reflects the independent judgment and analysis of the Board; and adopt the Mitigated Negative Declaration for the project.
2. Adopt Resolution No. 3908 finding that the road widening and improvement of Tierra Subida Avenue between Cactus Drive and City Ranch Road in the City of Palmdale is of general County

interest and that County of Los Angeles aid shall be provided to the City of Palmdale to be expended in accordance with all applicable provisions of law relating to funds derived from the Highway Users Tax in an amount up to \$2,610,000 from the Fifth Supervisorial District's Road Construction Program included in the Fiscal Year 2009-10 Road Fund Budget.

3. Approve and instruct the Chair of the Board to sign on behalf of Los Angeles County Waterworks District 40, Antelope Valley, and the County of the Los Angeles the cooperative agreement with the City of Palmdale. The agreement provides for the City of Palmdale to acquire right of way for road widening at the City of Palmdale's expense, administer the construction of the project, and finance all road improvement costs in excess of the County of Los Angeles' financial contribution. The agreement further provides for Los Angeles County Waterworks District No. 40, Antelope Valley, to finance the cost to relocate waterlines, estimated to be \$408,000.

4. Authorize the Director of Public Works or her designee to approve up to 10 percent of the Los Angeles County Waterworks District No. 40's share of the waterline relocation cost equal to \$40,800 for any costs of unforeseen items of work, thereby increasing the maximum cost of the waterline relocation for the Los Angeles County Waterworks District No. 40 from \$408,000 to \$448,800.

5. Find that the fee interest in County of Los Angeles' Parcel No. 1-1EX.1 is no longer required for the purposes of the County of Los Angeles.

6. Authorize the quitclaim of fee interest in Parcel 1-1EX.1 from the County of Los Angeles to the City of Palmdale.

7. Instruct the Chair of the Board to sign the Quitclaim Deed upon presentation by the Department of Public Works.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to obtain the Board of Supervisors' (Board) approval to provide County of Los Angeles (County) aid to the City of Palmdale (City); approval of a cooperative agreement between the County and the City to provide financing and delegation of responsibilities for the construction of road and other improvements on Tierra Subida Avenue, between Cactus Drive and City Ranch Road; and approval of a quitclaim of fee interest in a County parcel of land, Parcel 1-1EX.1, to the City.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Community and Municipal Services (Goal 3). The construction of road improvements on Tierra Subida Avenue will benefit residents in the City and nearby unincorporated County areas who travel on this street and will enhance their quality of life.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total project cost is estimated to be \$8,978,000 of which up to \$2,610,000 will be financed by the County Highways-Through-Cities (HTC) funds; \$408,000 by Los Angeles County Waterworks District No. 40, Antelope Valley (District 40); and \$5,960,000 by the City. Funding for the County's

contribution of \$2,610,000 is available from the Fifth Supervisorial District's Road Construction Program in the Fiscal Year 2009-10 Road Fund Budget. Funding for District 40's costs of \$408,000 and an additional 10 percent contingency of \$40,800 for unforeseen items of work for a maximum amount of \$448,800 is available in the Fiscal Year 2009-10 District 40 Accumulative Capital Outlay Fund (N64).

There will be no monetary consideration paid for this quitclaim because the use of Parcel 1-1EX.1 will benefit the residents within Community Facilities District No. 1 in accordance with Government Code Section 53313.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The City proposes to acquire right of way; widen, reconstruct, and resurface the deteriorated roadway pavement on Tierra Subida Avenue between Cactus Drive and City Ranch Road, including the construction of curb and gutter, sidewalk, driveways, and wheelchair ramps; and install a street lighting system, traffic signals, conduit for a future traffic signal interconnect system, and a storm drain system. In 2004, the County provided the City \$85,000 in HTC funds, Resolution No. 3880, for the preparation of the preliminary engineering for the project. The proposed agreement provides for the City to acquire right of way at the City's expense and administer the construction of the project. The agreement further provides for the County to provide HTC funds to the City to assist the City with financing construction of said road improvements. The City previously adopted Resolution No. CC 2010-015 (copy enclosed) on February 3, 2010, requesting an allocation and payment of HTC funds for the project. The City will finance all road improvement costs in excess of the County's contribution. The agreement also provides for District 40 to finance the relocation of existing waterlines as part of the road improvement project estimated to be \$408,000. The cost to relocate the waterlines cannot be increased beyond the estimated amount of \$408,000 without District 40's prior written approval. As part of this approval, the Department of Public Works (Public Works) is seeking authorization to establish a 10 percent contingency of \$40,800 for unforeseen items that may occur. District 40's actual payment will be based upon a final accounting after completion of the project. The City anticipates beginning project construction in the summer of 2010 and completing it in the summer of 2011.

Sections 1680-1683 of the California Streets and Highways Code provide that the board of supervisors of any county may, by a resolution adopted by a four-fifths vote of its members, determine that certain types of road improvements are of general county interest and that County aid shall be extended therefore. County aid may be provided in the form of labor, equipment, and materials or as a direct payment to the City.

Section 1803 of the California Streets and Highways Code provides that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provisions of Section 6500, et seq., of the Government Code.

Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the joint financing of the project.

Parcel 1-1EX.1 was purchased by the County as part of a larger parcel for the construction of a water storage tank site and other waterworks improvements funded by Community Facilities District No. 1. A portion of Parcel 1-1EX.1 is improved with a detention basin and also includes a 5 foot strip of land on the east side of Tierra Subida Avenue. The County desires to transfer this parcel to the

City for continued operation and maintenance.

This conveyance is authorized by Government Code Section 25526.7.

ENVIRONMENTAL DOCUMENTATION

Public Works is acting as a responsible agency for the proposed project. The City as lead agency prepared an Initial Study, consulted with Public Works, and adopted a Mitigated Negative Declaration for this project on October 1, 2008. The recommended action's significant adverse effects of the project have been reduced to an acceptable level.

The project is not exempt from payment of a fee to the California Department of Fish and Game pursuant to Section 711.4 of the Fish and Game Code to defray the costs of fish and wildlife protection and management incurred by the California Department of Fish and Game. The City has paid the fee. Upon your Board's finding that the project will not have a significant effect on the environment, Public Works will file a Notice of Determination in accordance with Section 21152(a) of the California Public Resources Code and pay the required filing fees with the Registrar Recorder/County Clerk in the amount of \$75.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The project will enhance motorist safety by improving the roadway on Tierra Subida Avenue between Cactus Drive and City Ranch Road.

CONCLUSION

Please return one adopted copy of this letter and two adopted copies of the agreement marked CITY ORIGINAL and DISTRICT 40 ORIGINAL to the Department of Public Works, Programs Development Division. The agreement marked COUNTY ORIGINAL is for your files.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director

GF:SA:dg

Enclosures

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office
Supervisor Michael D. Antonovich (Norm
Hickling, Paul Novak)

ORIGINAL

City of Palmdale
Agreement No. A-2947

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF PALMDALE, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY), and Los Angeles County Waterworks District No. 40, Antelope Valley, a special district formed pursuant to the Waterworks District Law (hereinafter referred to as DISTRICT 40).

WITNESSETH

WHEREAS, Tierra Subida Avenue is on the Highway Element of CITY'S General Plan and is also shown on COUNTY'S Highway Plan; and

WHEREAS, CITY proposes to acquire right of way and widen, reconstruct, and resurface the deteriorated roadway pavement on Tierra Subida Avenue between Cactus Drive and City Ranch Road, including the construction of curb and gutter, sidewalk, driveways, and wheelchair ramps; and installation of a street lighting system, traffic signals, conduit for a future traffic signal interconnect system, and a storm drain system, which work is hereinafter, collectively, referred to as ROAD IMPROVEMENTS; and relocate existing waterlines within Tierra Subida Avenue which belong to DISTRICT 40, which work is hereinafter referred to as WATERLINE RELOCATION; and

WHEREAS, ROAD IMPROVEMENTS and WATERLINE RELOCATION together are hereinafter referred to as PROJECT; and

WHEREAS, PROJECT is entirely within the geographical boundary of CITY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to be responsible for right-of-way acquisition for property needed for the PROJECT, including property belonging to DISTRICT 40, at CITY expense; and

WHEREAS, CITY is also willing to take responsibility for completion of the PROJECT; and

WHEREAS, COUNTY has already provided the CITY with Eighty-five Thousand and 00/100 Dollars (\$85,000.00) in Highway-Through-Cities (HTC) funds for the preparation of preliminary engineering for PROJECT; and

WHEREAS, CITY prepared preliminary engineering for PROJECT; and

WHEREAS, CITY is willing to provide contract administration, construction

inspection and engineering, materials testing, and construction survey for PROJECT;
and

WHEREAS, COUNTY is willing to contribute additional HTC funds toward the COST OF ROAD IMPROVEMENTS [as defined in Section (1) a. below] in the additional amount totaling up to Two Million Six Hundred Ten Thousand and 00/100 Dollars (\$2,610,000.00); and

WHEREAS, DISTRICT 40 is willing to reimburse the CITY the amount expended by CITY toward the COST OF WATERLINE RELOCATION [as defined in Section (1) b. below] in the total amount of up to Four Hundred Eight Thousand and 00/100 Dollars (\$408,000.00); and

WHEREAS, CITY is willing to pay for and finance any and all costs for the PROJECT, if any, which may exceed the COUNTY'S and DISTRICT 40's contributions of funds under this AGREEMENT to allow for completion of the PROJECT; and

WHEREAS, COUNTY owns property along Tierra Subida Avenue as described as Parcel 1-1EX.1 on Exhibit A (hereinafter referred to as PARCEL 1-1EX.1); and

WHEREAS, portions of PARCEL 1-1EX.1 are improved with a detention basin;
and

WHEREAS, COUNTY is willing to transfer ownership of PARCEL 1-1EX.1, gratis, to CITY and CITY is willing to accept PARCEL 1-1EX.1 in consideration for the PROJECT.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. "COST OF ROAD IMPROVEMENTS" as referred to in this AGREEMENT shall consist of all costs incurred in connection with completion of the ROAD IMPROVEMENTS, including, without limitation the costs of: 1) the contract that may be bid for construction; 2) costs incurred for administration of said contract, including costs to advertise, award, oversee, and conclude the contract; 3) the costs of construction inspection and engineering, materials testing, construction survey, utility relocation, traffic detour, final signing and striping, and all other work necessary to construct ROAD IMPROVEMENTS; and 4) any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

- b. "COST OF WATERLINE RELOCATION" as referred to in this AGREEMENT shall consist of the actual costs incurred to complete the WATERLINE RELOCATION in accordance with the water relocation plans reviewed and approved by DISTRICT 40, which shall not include any aforementioned COST OF ROAD IMPROVEMENTS.
- c. "COUNTY'S PORTION OF COST OF ROAD IMPROVEMENTS" as referred to in this AGREEMENT shall mean the COST OF ROAD IMPROVEMENTS for the portion of Tierra Subida Avenue beginning on Avenue Q-8 and ending 1,600 feet south of Avenue Q-8 as said improvements are shown on Exhibit B attached hereto.

(2) CITY AGREES:

- a. To be responsible for all right-of-way acquisition, at CITY'S sole expense, for property needed for the PROJECT, including property owned by DISTRICT 40.
- b. To perform or cause to perform the contract administration, construction inspection, and all needed engineering, materials testing, construction survey, signing, striping, utility relocation, and generally take responsibility for the completion of the PROJECT.
- c. To supervise and remain responsible for the design, construction, completion, and acceptance of the ROAD IMPROVEMENTS and WATERLINE RELOCATION. More particularly, the WATERLINE RELOCATION shall be completed in a manner that minimizes the impact on the operations of WATERWORKS DISTRICT 40, without interruption of water service in the manner approved by WATERWORKS DISTRICT 40, at no additional cost or expense to WATERWORKS DISTRICT 40.
- d. To obtain COUNTY'S prior written approval of the plans and specifications for the WATER RELOCATION and of the cost estimates for both the WATER RELOCATION and the ROAD IMPROVEMENTS at least 30 working days prior to advertising PROJECT for construction bids.
- e. To advertise PROJECT for construction bids, award, and administer the construction contract for the PROJECT.
- f. To obtain COUNTY'S approval of construction contract amount prior to entering into the construction contract for PROJECT, subject to Section (3) d. below.

- g. To finance any and all of the costs of the PROJECT, if any, which may exceed the COUNTY'S and DISTRICT 40's contributions of funds under this AGREEMENT to allow for completion of the PROJECT.
- h. To ensure that COUNTY and DISTRICT 40, and all officers and employees of COUNTY and DISTRICT 40, are named as additional insured party beneficiaries under the construction contractor's Contractor General Liability and automobile insurance policies.
- i. To furnish COUNTY and DISTRICT 40, within sixty (60) calendar days after acceptance of the work for the PROJECT by the CITY'S City Council, a final accounting invoice reflecting the actual total cost of the PROJECT, including separately itemizing in detail the COUNTY'S PORTION OF COST OF ROAD IMPROVEMENTS and the COST OF WATERLINE RELOCATION, respectively, and including an itemization of actual unit costs and actual contract quantities. The Parties acknowledge that DISTRICT 40's total contribution to the COST OF WATERLINE RELOCATION is limited to reimbursement to the CITY of a maximum amount of Four Hundred Eight Thousand and 00/100 Dollars (\$408,000.00) unless DISTRICT 40 has increased said limit with prior written approval, based on revised cost estimates, which preapproval may be granted at DISTRICT 40's sole and absolute discretion.
- j. To release, relieve, and indemnify [pursuant to Section (5) g. below], the COUNTY and DISTRICT 40 of any and all responsibility and/or liability relating to the PROJECT and PARCEL 1-EX1.1 outside of the obligations set forth in this AGREEMENT, including without limitation, relating to the ownership, maintenance, and operation of Tierra Subida Avenue, PARCEL 1-EX1.1, and all ROAD IMPROVEMENTS and relating to the construction and completion of the WATER RELOCATION.
- k. To accept transfer of ownership of PARCEL 1-EX1.1 from COUNTY. CITY acknowledges that COUNTY is not responsible to construct improvements of any kind on PARCEL 1-EX1.1, including as a condition of acceptance of ownership of PARCEL 1-EX1.1 by CITY.

(3) COUNTY AGREES:

- a. To review for approval the plans, specifications, and cost estimate prepared by CITY for PROJECT, prior to advertising PROJECT for construction bids.

- b. To contribute HTC funds toward the COUNTY'S PORTION OF COST OF ROAD IMPROVEMENTS in the amount not to exceed Two Million Six Hundred Ten Thousand and 00/100 Dollars (\$2,610,000.00).
- c. To deposit with CITY, following opening of construction bids for PROJECT and upon demand by CITY, said HTC funds referred to in the immediately preceding Section (3) b. above, in the fixed amount of Two Million Six Hundred Ten Thousand and 00/100 Dollars (\$2,610,000.00).
- d. To review the construction contract bids for PROJECT and provide written approval, comments, or other response, within twenty (20) calendar days of presentation by CITY. COUNTY'S approval may be withheld for good reason and in good faith. If the COUNTY'S response is not received within said twenty (20) calendar days, CITY may proceed with PROJECT subject to the terms and conditions of this AGREEMENT.
- e. To transfer ownership of PARCEL 1-EX1.1 to CITY, gratis.

(4) DISTRICT 40 AGREES:

- a. To reimburse the CITY up to Four Hundred Eight Thousand and 00/100 Dollars (\$408,000.00) of the amount expended by CITY toward the COST OF WATERLINE RELOCATION, which amount that DISTRICT 40 will reimburse shall be determined by a final accounting, as set forth in Section (5) a. below. DISTRICT 40's contribution toward the COST OF WATERLINE RELOCATION shall be limited to Four Hundred Eight Thousand and 00/100 Dollars (\$408,000.00), unless DISTRICT 40 increases said limit with prior written approval, based on revised cost estimates, which preapproval may be granted at DISTRICT 40's sole and absolute discretion.

(5) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. DISTRICT 40 shall review the final accounting invoice prepared by CITY under Section (2) i. above for the COST OF WATER RELOCATION and pay to CITY undisputed charges for the WATERLINE RELOCATION within thirty (30) calendar days after receipt of said invoice. DISTRICT 40 shall report to CITY in writing any amounts disputed by DISTRICT 40 within thirty (30) calendar days after the date of said invoice. CITY shall review all disputed charges and submit a written justification to DISTRICT 40 detailing the basis for those charges within thirty (30) calendar days of notice of disputed charges from DISTRICT 40. DISTRICT 40 shall then either make payment of any previously disputed charges based on the CITY'S justification or submit a determination

explaining the basis for nonpayment of any amounts within thirty (30) calendar days after the date of receipt of CITY'S written justification, in which instance DISTRICT 40's determination shall control. Notwithstanding the foregoing, DISTRICT 40's payment of undisputed charges and/or previously disputed charges in all cases remains subject to the limitations stated in paragraph (2) i. above.

- b. COUNTY shall review the final accounting invoice delivered by CITY for the COUNTY'S PORTION OF COST OF ROAD IMPROVEMENTS pursuant to Section (2) i. above and report to CITY in writing any amounts disputed by COUNTY within thirty (30) calendar days after delivery of said invoice. CITY shall review all disputed charges and submit to COUNTY a written justification detailing the basis for those charges within thirty (30) calendar days of notice of disputed charges from COUNTY. COUNTY shall then either approve disputed charges or submit COUNTY'S determination explaining the basis for nonapproval of any amounts within thirty (30) calendar days after the date of receipt of CITY'S written justification, in which instance COUNTY'S determination shall control.
- c. If, following a final accounting based on the procedure outlined in the immediately preceding Section (5) b. above, the COUNTY'S PORTION OF COST OF ROAD IMPROVEMENTS amounts to less than Two Million Six Hundred Ten Thousand and 00/100 Dollars (\$2,610,000.00), CITY shall immediately refund the difference to COUNTY within sixty (60) calendar days of COUNTY'S claim.
- d. During construction of PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY and/or DISTRICT 40 may also furnish, at no cost to CITY, inspector(s) or other representative(s) to inspect construction of PROJECT. COUNTY and DISTRICT 40 shall have no obligation to inspect construction of PROJECT and no liability shall be attributable as a result of COUNTY'S or DISTRICT 40's inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractor or any other person in charge of construction for ROAD IMPROVEMENTS shall prevail and be final. Notwithstanding the foregoing, the orders of DISTRICT 40's inspector, if any, to the contractor or other person in charge of construction relating to the WATERLINE RELOCATION shall prevail and be final. In all cases excepting contrary orders of the DISTRICT 40 inspector with regard to the WATERLINE RELOCATION, the CITY inspector shall remain responsible for proper inspection of PROJECT.

- e. This AGREEMENT may be amended or modified only by mutual written consent of CITY, COUNTY, and DISTRICT 40.
- f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Michael Mischel
Director of Public Works
City of Palmdale
38300 North Sierra Highway
Palmdale, CA 93550-4798

COUNTY and/or DISTRICT 40 Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- g. Notwithstanding the provisions of Government Code Section 895.2, and including pursuant to Government Code Section 895.4, the CITY shall remain solely responsible for damage or injury resulting from the ownership, design, construction, operation, and maintenance of Tierra Subida Avenue, PARCEL 1-EX1.1, and the ROAD IMPROVEMENTS and for the design, construction, and completion of the WATERLINE RELOCATION and shall release, indemnify, defend, and hold harmless the COUNTY; its special districts; DISTRICT 40; and their contractors, employees, representatives, agents, and officials (each hereinafter referred to as an "Indemnified Party" and, collectively, as the "Indemnified Parties") for all claims, damages (including, without limitation, special and consequential damages), including punitive damages, injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal and administrative proceedings, interest, fines, charges, penalties, and expenses (including without limitation attorneys', engineers', consultants', and expert witness fees and costs) of any kind whatsoever (collectively as the "Loss" or "Losses") resulting therefrom, including, without limitation, in connection with any disputes with any third-party contractor(s) or other third parties relating to the design, construction, maintenance or operation of Tierra Subida Avenue, PARCEL 1-EX1.1, and the ROAD IMPROVEMENTS and for the design, construction, and completion of the WATERLINE RELOCATION, involving mechanics liens or otherwise. Without waiving any rights and notwithstanding the foregoing, the Indemnified Parties agree to first present a claim seeking indemnity and reimbursement from applicable

third-party contractor(s) and/or their insurance carriers that may have performed or may be responsible for work on the PROJECT for the above Losses before seeking indemnity from the CITY. In addition, and notwithstanding the foregoing, the CITY agrees to release, defend, indemnify, and hold harmless the Indemnified Parties in connection with all Losses paid, incurred, or suffered by or asserted against the Indemnified Parties, directly or indirectly arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT, PARCEL 1-EX1.1, or Tierra Subida Avenue, including under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364. The CITY expressly waives any rights under Section 1542 of the California Civil Code, which provides that "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

- h. Each party to this AGREEMENT shall do all things and execute and deliver all instructions and documents necessary to fulfill and effect the provisions of this AGREEMENT and protect the respective rights of the parties to this AGREEMENT.
- i. This AGREEMENT contains the entire and complete understanding between the parties regarding the PROJECT and the subject matter hereof. Any prior or contemporaneous agreements, promises, negotiations, or representations, either oral or written, relating to the PROJECT, not expressly set forth here, are hereby superseded and of no force or effect.
- j. Should any of the provisions of this AGREEMENT be determined to be invalid by a court or government agency of competent jurisdiction, such determination shall not affect the enforceability of other provisions herein.
- k. This AGREEMENT shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators, and assigns.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF PALMDALE on February 3, 2010, and by the COUNTY OF LOS ANGELES and LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40 on _____, 2010.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chair, Board of Supervisors

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

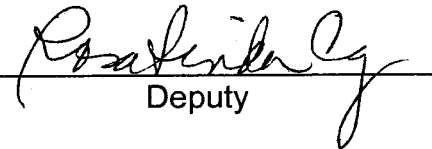
LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 40

By _____
Deputy

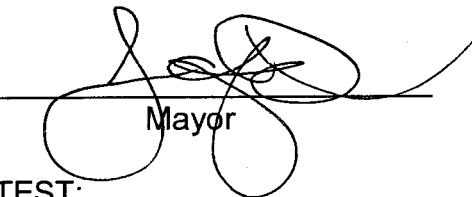
By _____
Chair, Board of Supervisors of the
County of Los Angeles as governing
body thereof

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

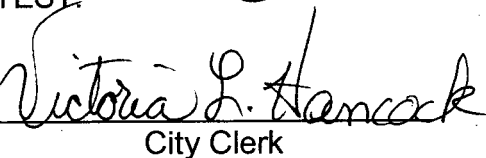
By 
Deputy

CITY OF PALMDALE

By 
Mayor

ATTEST:

APPROVED AS TO FORM:

By 
City Clerk

By 
City Attorney

EXHIBIT "A"

A PORTION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, T6N, R12W, S.E.M.

TABULATION		
COURSE	BEARING	DISTANCE
L1	S 68° 48' 05" W	39.03'
L2	N 88° 34' 08" W	114.95'
L3	N 58° 39' 50" W	289.31'
L4	N 38° 38' 55" W	159.09'
L5	N 51° 29' 18" E	179.50'
L6	S 89° 46' 36" W	35.66'
L7	S 89° 46' 36" W	145.78'

Ⓐ W 1/4 COR. SEC 27,
T6N, R12W, SEM

Ⓑ SOUTH LINE OF OR 88-1803161
OCTOBER 5, 1988

C1 { R - 2050'
L - 759.84'
Δ - 21° 14' 13"

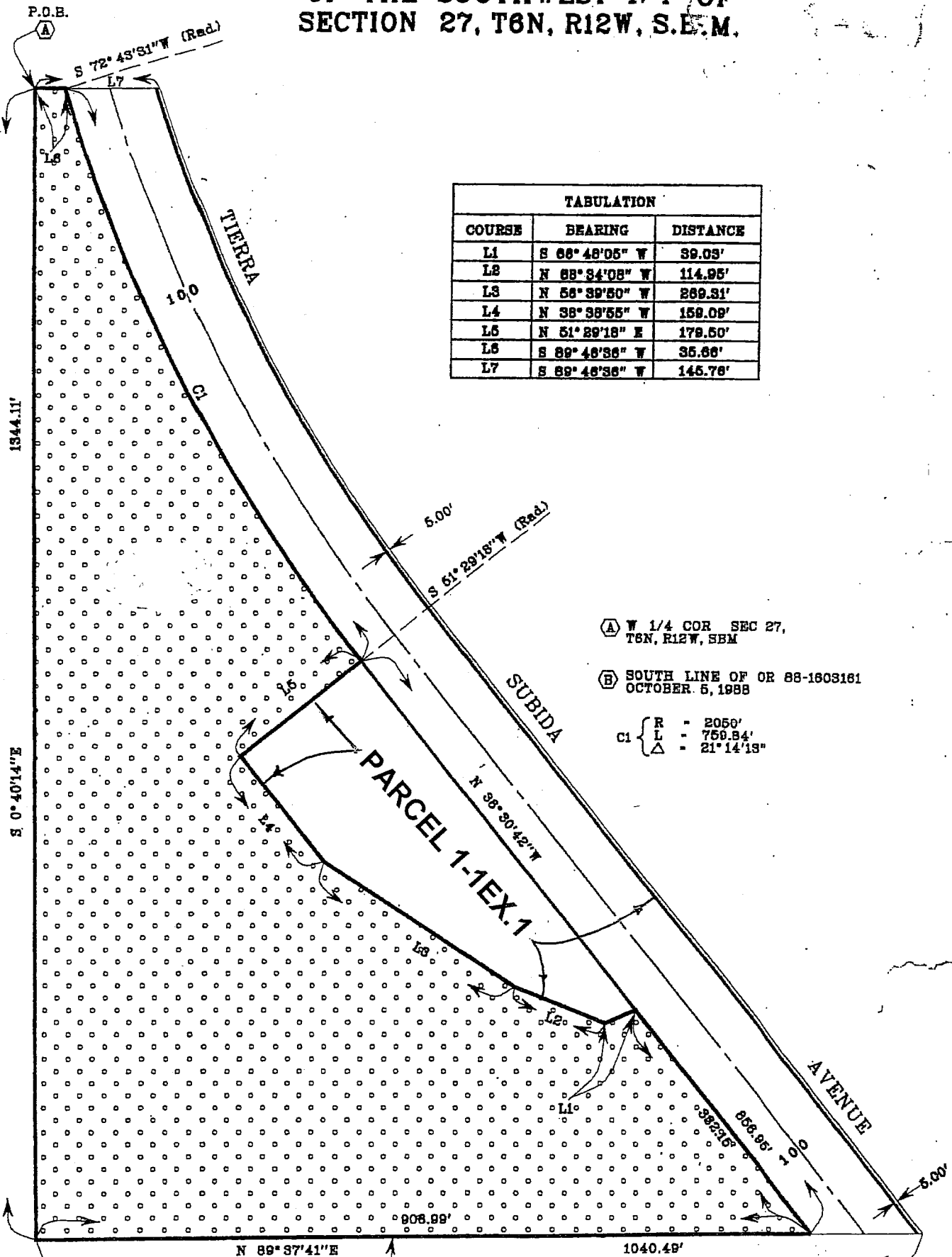


EXHIBIT B
COUNTY PORTION OF COST OF ROAD IMPROVEMENTS

	DESCRIPTION	PRORATE	QUANT	UNIT	UNIT COST	COST
1	Traffic Control	100.0%	1	LS	\$ 20,000	\$ 20,000
2	Surveying and Grade Stakes	100.0%	1	LS	\$ 15,000	\$ 15,000
3	Sawcut Concrete and Asphalt Concrete Pavement	100.0%	1,065	LF	\$ 2.00	\$ 2,130
4	Remove Concrete Curb, Gutter & Sidewalk	100.0%	1,000	CF	\$ 8.00	\$ 8,000
5	Remove Asphalt Concrete Pavement	100.0%	39,500	SF	\$ 1.00	\$ 39,500
6	Remove Chainlink Fencing	100.0%	710	LF	\$ 3.00	\$ 2,130
7	SWPPP Plan and Erosion Control Measures	87.7%	1	LS	\$ 20,000	\$ 20,000
8	Rock Excavation & Haulaway	87.7%	7,400	CY	\$ 26	\$ 192,400
9	Unclassified Excavation	87.7%	8,182	CY	\$ 10.00	\$ 81,820
10	Remove Unsuitable Soil / Misc Material & Haulaway	87.7%	175	CY	\$ 16.00	\$ 2,800
11	Haulaway Excess Soil Material	87.7%	5,262	CY	\$ 8.00	\$ 42,096
12	Miscellaneous Demolitions, Removals & Abandonments	87.7%	1	LS	\$ 10,000	\$ 10,000
13	Subgrade Preparation	87.7%	1	LS	\$ 40,000	\$ 40,000
14	Crushed Aggregate Base	87.7%	2,719	CY	\$ 70	\$ 190,330
15	Coldmill 1.5" Min Asphalt Concrete Pavement	87.7%	24,556	SF	\$ 1	\$ 24,556
16	1.5" ARHM	87.7%	1,140	TON	\$ 125	\$ 142,500
17	Asphalt Concrete (Type B AR-4000)	87.7%	3,420	TON	\$ 100	\$ 342,000
18	AC Dike	0.0%	0	LF	\$ 8	\$ -
19	8" Curb and Gutter per APWA 120-1, Type A2-200, w=2'	100.0%	3,440	LF	\$ 18	\$ 61,920
20	6" Median Curb & Gutter per APWA 120-1, Type A2-150, w=1'	100.0%	245	LF	\$ 15	\$ 3,675
21	6" Median Curb & Gutter per APWA 120-1, Type A3-150, w=1'	100.0%	245	LF	\$ 15	\$ 3,675
22	6" Mountable Curb per APWA 121-1, Type B1-150	100.0%	176	LF	\$ 13	\$ 2,288
23	4" Thick Trademark Ashlar Slate Pattern w/Durango Tan Dust-On Color Hardener	100.0%	945	SF	\$ 25	\$ 23,625
24	4" PCC Sidewalk	100.0%	24,500	SF	\$ 4.00	\$ 98,000
25	PCC Cross Gutter and Spanrals	100.0%	88	SF	\$ 10	\$ 880
26	PCC Driveway	100.0%	700	SF	\$ 7	\$ 4,900
27	Access Ramps	100.0%	5	EA	\$ 5,000	\$ 25,000
28	Access Ramps per Caltrans A88B, Type B	100.0%	1	EA	\$ 5,000	\$ 5,000
29	Lined Drainage Ditch, 4' Wide	100.0%	0	LF	\$ 20	\$ -
30	Brow Ditch, 3' Wide	100.0%	973	LF	\$ 15	\$ 14,595
31	Curb Opening Catch Basin per APWA 300-2, W=10' & Local Depression per APWA 313-1, Case E	100.0%	1	EA	\$ 10,000	\$ 10,000
32	Curb Opening Catch Basin per APWA 300-2, W=3.5' & Local Depression per APWA 313-1, Case E	100.0%	0	EA	\$ 6,500	\$ -
33	Parkway Drain, W=4'	100.0%	3	EA	\$ 6,000	\$ 18,000
34	18" RCP - 2000D Storm Drain	100.0%	25	LF	\$ 100	\$ 2,500
35	24" RCP - 2000D Storm Drain	100.0%	0	LF	\$ 140	\$ -
36	30" RCP - 2000D Storm Drain	100.0%	0	LF	\$ 200	\$ -
37	Manhole Structures per APWA 321-1	100.0%	1	EA	\$ 6,000	\$ 6,000
38	Junction Structure per APWA 331-2	100.0%	0	EA	\$ 7,000	\$ -
39	Inlet Structure	100.0%	0	EA	\$ 13,000	\$ -
40	Pipe Riser w/Debris Rack Cage per Caltrans D93C, Type A	100.0%	1	EA	\$ 6,000	\$ 6,000
41	Concrete Flared End Section per Caltrans std. D94B, Type A	100.0%	0	EA	\$ 2,000	\$ -
42	Grouted Rip-rap & Cut-Off Wall	100.0%	0	CY	\$ 600	\$ -
43	Retaining Wall	100.0%	0	LF	\$ 500	\$ -
44	Splash Wall	100.0%	7	EA	\$ 2,500	\$ 17,500
45	Concrete Encasement	100.0%	14	LF	\$ 250	\$ 3,500
46	Modify Basin & New Spillway	100.0%	1	LS	\$ 45,000	\$ 45,000
47	8' High Chain Link Fence w/1' Barbed Wire	0.0%	0	LF	\$ 25	\$ -
48	8' High Chain Link Fence W/16' Double Swing Gate & 1' Barbed Wire	0.0%	0	LS	\$ 2,500	\$ -
49	Relocate Air Release Valve	100.0%	2	EA	\$ 4,000	\$ 8,000
50	Adjust Existing Manhole Cover & Frame to Grade	100.0%	0	EA	\$ 1,000	\$ -
51	Adjust Existing Valve Cover & Frame to Grade	100.0%	5	EA	\$ 600	\$ 3,000
52	Erosion Control Blanket	100.0%	29,400	SF	0.70	\$ 20,580
53	Hydroseed Groundcover Mix	100.0%	29,400	SF	0.15	\$ 4,410
54	Miscellaneous Relocations	87.7%	1	LS	\$ 15,000	\$ 15,000
55	Traffic Signals Tierra Subida at Avenue Q-8	0.0%	0	LS	\$200,000	\$ -
56	Traffic Signals Tierra Subida at 5th Street West	0.0%	0	LS	\$200,000	\$ -
57	Traffic Signals - Tierra Subida Ave at Rayburn Road	0.0%	0	LS	\$220,000	\$ -
58	Traffic Signal Interconnection	0.0%	0	LS	\$108,000	\$ -
59	Traffic Striping and Signage	87.7%	1	LS	\$ 25,000	\$ 25,000
60	Street Lights	100.0%	23	EA	\$ 9,500	\$ 218,500
61	Protect Landscaping & Irrigation	100.0%	1	LS	\$ 15,000	\$ 15,000
62	Miscellaneous Construction	100.0%	1	LS	\$ 25,000	\$ 25,000
63	Final Cleanup and As-Built Plans	100.0%	1	LS	\$ 20,000	\$ 20,000
SUBTOTAL						\$1,875,432
CONTINGENCIES		15%				\$281,593
MOBILIZATION		10%				\$215,703
SUBTOTAL - CONSTRUCTION						\$2,372,728
CONSTRUCTION ADMINISTRATION AND INSPECTION		10%				\$237,273
TOTAL ESTIMATED COUNTY COST						\$2,610,000

RESOLUTION NO. 3908

IT IS RESOLVED that the road widening and improvement of Tierra Subida Avenue between Cactus Drive and City Ranch Road in the City of Palmdale is of general County interest and that County aid in the amount of \$2,610,000 shall be provided for this purpose, from the Road Fund, to be expended in accordance with all applicable provisions of law relating to funds derived from the Highway Users Tax.

Provided, however, that if the aforementioned work has not been started within sixty (60) days from the date of the County warrant in payment, said amount shall be returned to the Director of Public Works and deposited in the Road Fund; and also provided that, immediately upon completion of the work, an itemized statement shall be rendered to the Director of Public Works showing the application of this money for the improvements; and if any portion of said sum shall not have been so used and expended for the work specified, the sum or sums so remaining unexpended shall be returned to the Director of Public Works immediately and deposited in the Road Fund.

The foregoing Resolution was adopted on the ____ day of _____, 2010, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM

ANDREA SHERIDAN ORDIN
County Counsel

By  _____
Deputy

RY:dg

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA

RESOLUTION NO. CC 2010-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, REQUESTING AN ALLOCATION AND PAYMENT OF COUNTY HIGHWAYS THROUGH CITIES FUNDS FOR TIERRA SUBIDA WIDENING FROM CACTUS DRIVE TO CITY RANCH ROAD.

WHEREAS, the City of Palmdale ("City") is proposing to acquire right of way and widen, reconstruct, and resurface the deteriorated roadway pavement on Tierra Subida Avenue between Cactus Drive and City Ranch Road, including the construction of curb and gutter, sidewalk, driveways, and wheelchair ramps; and installation of street lighting system, traffic signals, and conduit for a future traffic signal interconnect system, and storm drain system, which work is hereafter, collectively, referred to as the PROJECT; and

WHEREAS, Tierra Subida Avenue between Cactus Drive and City Ranch Road are on the Circulation Element of City's General Plan and on County's Highway Plan; and

WHEREAS, property along the PROJECT is owned by County of Los Angeles, and

WHEREAS, Tierra Subida Avenue between Cactus Drive and City Ranch Road are existing streets within the boundaries of the City of Palmdale; and

WHEREAS, PROJECT is of general interest to City and the County of Los Angeles ("County"); and

WHEREAS, under the Highways-Through-Cities program, the County provides financial assistance from the County's road fund to cities for the improvement of highways which provide regional benefit, as provided for in Sections 1680-1683 of the California Streets and Highways Code; and

WHEREAS, the City has requested that the County provide assistance to the City under the Highways-Through-Cities program in the amount of \$2,610,000 to finance a portion of the total cost of PROJECT, which total is estimated to be \$7,500,000;

NOW, THEREFORE, the City Council of the City of Palmdale does hereby find, determine, order and resolve as follows:

SECTION 1. Responsibility for Project. To instruct the City's Director of Public or his designee to administer and be responsible to complete the PROJECT pursuant to the plans and specifications submitted to and reviewed by the County.

SECTION 2. Consent to Expending Highways-Through-Cities funds. To accept Highways-Through-Cities funds ("the Funds") from County on behalf of City in the amount of \$2,610,000, and to consent to the expenditure of the Funds for the aforementioned work, pursuant to all applicable provisions of the law relating to funds derived from the Highway User Tax, as provided for in Sections 1680-1683 of the California Streets and Highways Code. Provided, however, that if the aforementioned work has not been started within 60 days from the date of delivery of the County warrant as advance payment of the Funds, the City shall return said entire amount to the County. It is also ordered that, immediately upon completion of the work, the City shall render to the County's Director of Public Works an itemized statement showing the application of the Funds or any part thereof for the proposed improvements, and if any portion of said sum shall not have been so used and expended for the work specified, the amount of the Funds so remaining unexpended shall be returned immediately to the County's Director of Public Works.

SECTION 3. Indemnification. Notwithstanding the provisions of Government Code Section 895, *et. seq.*, or any other agreement between the COUNTY and the CITY (including that certain "Assumption of Liability Agreement No.32073) City shall agree to release and fully indemnify, defend, and hold harmless the County of Los Angeles and its special districts, and their supervisors, officers, officials, agents, and employees for all amounts, including attorneys' and experts' fees and costs, incurred as a result of any liability, injury or damage relating to the PROJECT.

SECTION 4. Finding of Associated Mitigated Negative Declaration. The City Council does hereby find that the project could have a potentially significant effect on

the environment and thus, mitigation measures have been applied to the project to reduce the potentially significant impacts to a less than significant level, of the California Environmental Quality Act (CEQA) guidelines.

SECTION 5. Adoption. City Clerk shall certify the adoption of this Resolution and forward a certified copy to the Los Angeles County Director of Public Works for processing.

PASSED, APPROVED and ADOPTED this 3th day of February 2010.


AYES: Ledford, Lackey, Hofbauer, Dispenza, and Bettencourt

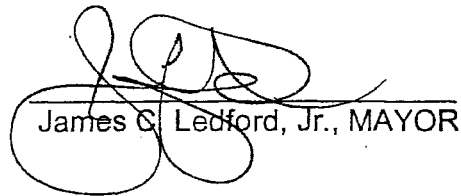
NOES: None

ABSENT: None

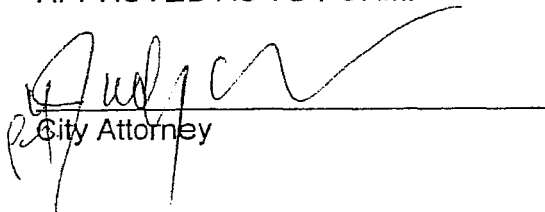
ABSTAIN: None

ATTEST:


Victoria L. Hancock, CMC
City Clerk


James C. Ledford, Jr., MAYOR

APPROVED AS TO FORM:


City Attorney